

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

LEASE AGREEMENT

STATE OF TEXAS §
COUNTY OF TARRANT §

Line # SGL-A
Project: Justin to Crosstex
Comp. Station
Tract: 1
A.F.E.: 0893137105

KNOW ALL MEN BY THESE PRESENTS: This Lease Agreement, by and between Sampson Family Limited Partnership, whose address is 848 W. Bedford Euless Road, Hurst, TX, and Sampson ^{Defendant} ~~Heritage~~ Trust, whose address is 1216 Royal Terrace, Hurst, TX, whether one or more, hereinafter called "Lessor", and Enbridge Gathering (North Texas) L.P., with principal offices at 1100 Louisiana, Suite 3300, Houston, Texas 77002, hereinafter called "Lessee".

Whereas, Lessee desires to lease a tract of land for the right to construct, operate and maintain a compressor station, and upon which site it may construct, install, operate, inspect, maintain, repair, replace, in whole or in part, and remove compressors, heaters, valves, tanks, pipe, fittings, meters, electrical connections, a radio antenna, alarm system and other protection equipment and such other equipment and appurtenances as are used or useful in Lessee's operations, hereinafter collectively called "facilities";

NOW THEREFORE, for and in consideration of the rental payments herewith and hereinafter to be made, and the covenants and conditions herein contained, Lessor does hereby lease and let unto Lessee, for its exclusive use as aforesaid, over and across all the right, title and interest of Lessor in and to the following described tract of land, to-wit:

Being a 150' X 150' surface site located on 201.625 acres situated in the S.C.T. Ford Survey, A-531, the J. Hibbins Survey, A-639 and the I.& G. N. RR. Co. Survey, A-1956, Tarrant County Texas, being more fully described in that Special Warranty Deed from Jack L. Sampson and Helen L. Sampson to Sampson Family Limited Partnership dated December 23, 2004 and being recorded in Instrument #D205020161 and being depicted on Exhibit "A" attached hereto and made a part hereof together with the right of ingress and egress at all times during the term of this lease or any renewals or extensions thereof.

TO HAVE AND TO HOLD unto Lessee for the purposes aforesaid for a primary term of ten (10) years beginning March 31, 2008 with the option and privilege in Lessee to renew and extend this lease for an additional ten (10) year term (hereinafter referred to as the "secondary term"). The Lessee may exercise the option to renew and extend this lease by payment of the rental as hereinafter provided.

It is agreed and understood that Lessee will pay to Lessor, as rental, during the primary term of this lease, on or before March 31, 2008 the sum of \$30,000.00 representing an annual rent of \$3,000.00 per year paid in advance. All rentals shall be paid to the Lessor at the address herein above-mentioned or any other addresses that may hereafter be designated by Lessor. The receipt of the full rental for the primary term is hereby acknowledged by Lessor.

Rental for the secondary term of the lease shall be calculated as set forth in the following paragraphs:

The annual rental for the primary term of \$3,000 (the "Base Rent") will be adjusted (the "Adjustment Date") to reflect increases in the Consumer Price Index (CPI) for "All Urban Consumers, U.S. City Average, All Items," issued by the Bureau of Labor Statistics of the United States Department of Labor.

The adjustments in the Base Rent will be determined by multiplying the Base Rent specified in the lease ("Initial Base Rent") by a fraction, the numerator of which is the index number for the last month (or the closest month to this "last month" for which appropriate CPI data in the preceding paragraph is available) before the adjustment and the denominator of which is the index number for the first month of the first year of the Term. If the product is greater than the primary term Base Rent, Tenant will pay this greater amount as Base Rent. As with the primary term, the entire rent for the secondary term shall be paid in advance on or before March 31, 2018.

Lessee shall pay for damages to cross fences, timber, livestock and other personal property of Lessor caused by Lessee in constructing, repairing or removing said facilities.

Lessee may construct and maintain a fence around its facilities. Lessee shall have free use of the existing lease road on the property for purposes of ingress and egress to and from the site and facilities. All maintenance and repairs required due to Lessee's use of said road will be done at Lessee's expense.

Grantee hereby assumes all risks and agrees, binds, and obligates itself to indemnify, defend, and save harmless Grantor from and against all claims, demands, actions, suits, judgments, and recoveries for or on account of injury to or death of any person or persons (including, but not by way of limitation, the agents, representatives, and employees of Grantor and Grantee) and/or damage to property (including, but not by way of limitation, property of Grantor or property of others in its custody) arising out of or in any way connected with the exercise of the rights herein granted, except to the extent such damage or injury is due to the negligence or willful misconduct of Grantor, its agents, representatives or employees.

Notwithstanding any other provision herein contained, it is understood and agreed that this lease shall never be forfeited or terminated for failure of Lessee to perform in whole or in part any of its expressed or implied covenants, conditions, or obligations, including the payment of rentals, until it shall have first been notified in writing by Lessor of the condition of which Lessee is in default, and Lessee shall have ninety (90) days after such notice within which to comply with any such covenants, conditions, or obligations under which Lessor has advised Lessee that Lessee is in default.

Notwithstanding any other provisions herein contained to the contrary, it is agreed and understood that Lessee may at any time before the expiration of the primary term or any renewal or extension thereof, assign or cancel and surrender this lease as to all or part of the land above described by duly executing, acknowledging and filing of record in the county and state aforesaid, an assignment or release to that effect.

It is further agreed and understood that all structures, equipment, materials, and improvements placed upon the leased premises by Lessee shall always remain the personal property of Lessee and Lessee may remove any of its property at any time or within reasonable time after the expiration or termination of this lease.

This lease shall be assignable in whole or in part subject to the conditions and provisions herein provided and the rights, privileges, and estates herein granted or created shall be binding on and inure to the benefit of the heirs, successors, administrators, and assigns of the parties hereto.

All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given two business days after it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below:

If to the Lessor:

Sampson Family Limited Partnership
Jack L. Sampson, Partner
848 W. Bedford Eules Road
Hurst, TX 76053-3859

Descendant Sampson ~~Heritage~~ Trust
Linda Jo Edwards, Trustee
1216 Royal Terrace
Hurst, TX 76053

If to the Lessee:

Enbridge Gathering (North Texas) L.P.
1100 Louisiana, Suite 3300
Houston, TX 77002
Attn. Right of Way & Land Dept.

This Agreement may be executed in counterparts, each of which shall be deemed an original but which together will constitute one and the same instrument. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

This Agreement shall be governed by and construed in accordance with the domestic Laws of the state of Texas without giving effect to any choice or conflict of law provision or rule (whether of the state of Texas or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the state of Texas.

No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Lessor and the Lessee.

No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or

subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

THIS AGREEMENT (INCLUDING THE DOCUMENTS REFERRED TO HEREIN) CONSTITUTES THE ENTIRE AGREEMENT AMONG THE PARTIES AND SUPERSEDES ANY PRIOR UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS BY OR AMONG THE PARTIES, WRITTEN OR ORAL, TO THE EXTENT THEY HAVE RELATED IN ANY WAY TO THE SUBJECT MATTER HEREOF.

IN WITNESS WHEREOF, the Lessor has hereunto subscribed its name this 27th day of March, 2008

Jack L. Sampson
Sampson Family Limited Partnership,
Jack L. Sampson, Partner

Descendant Linda Jo Edwards
Sampson Heritage Trust,
Linda Jo Edwards, Trustee

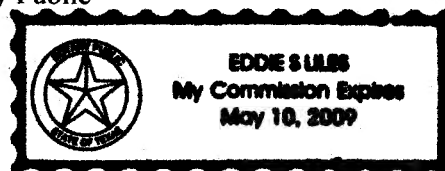
Enbridge Gathering (North Texas) L.P.
1100 Louisiana, Suite 3300
Houston, TX 77002
Attn. Right of Way & Land Dept.

STATE OF TEXAS

COUNTY OF Tarrant

BEFORE ME, the undersigned Notary Public, on this 27 day of March, 2008 personally appeared Jack L. Sampson, Partner, Sampson Family Limited Partnership, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

[Signature]
Notary Public



STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned Notary Public, on this 27th day of March, 2008 personally appeared Linda Jo Edwards, Trustee, Sampson Heritage Trust, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Notary Public



STATE OF TEXAS

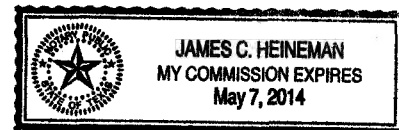
COUNTY OF HARRIS

On the 15th day of December, ²⁰¹⁰2008, personally appeared David K. Martin, to me personally known, who, being duly sworn did say that he is the Agent & Attorney-in-fact of Enbridge Gathering (North Texas) L.P., a limited partnership, and acknowledged to me that he executed the foregoing instrument on behalf of said limited partnership, as the free and voluntary act and deed, for the uses, purposes and consideration therein set forth.

My Commission Expires:

5-7-2014

James C. Heineman
Notary Public

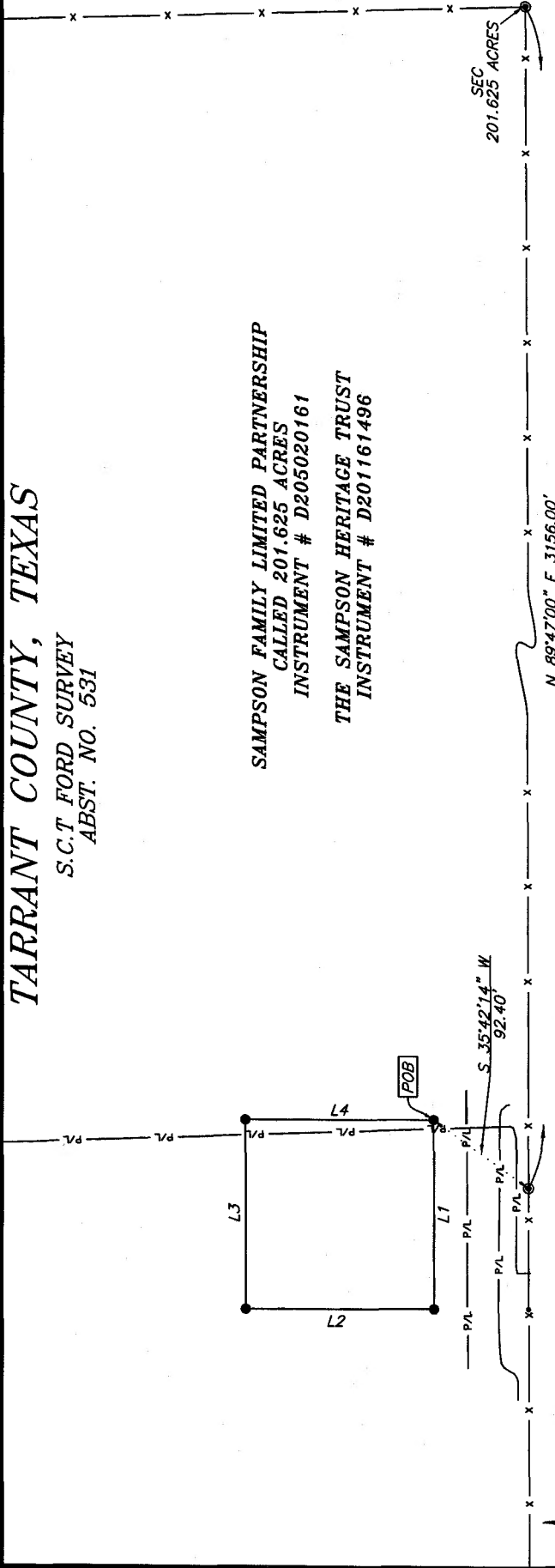


TARRANT COUNTY, TEXAS

S.C.T FORD SURVEY
ABST. NO. 531

SAMPSON FAMILY LIMITED PARTNERSHIP
CALLED 201.625 ACRES
INSTRUMENT # D205020161

THE SAMPSON HERITAGE TRUST
INSTRUMENT # D201161496



LINE	BEARING	DISTANCE
L1	S 89°48'55" W	150.00'
L2	N 00°11'05" W	150.00'
L3	N 89°48'55" E	150.00'
L4	S 00°11'05" E	150.00'

SCALE 1" = 100'

LEGEND

- = IRON ROD FOUND
- = STL. POST CORNER
- = WOOD FENCE CORNER
- = DEED LINE
- = EXISTING PIPELINE
- = FENCE LINE
- = SURVEY LINE

NOTE: BASIS OF BEARINGS ARE GPS DERIVED,
NAD 83, TEXAS NORTH CENTRAL ZONE (4202)

DRAWN BY: JCV - PLS
DATE: March 3, 2008
DWG. NO.: SAMPSONrev.dwg
BOOK NO.: FS
REVISED: May 15, 2008

ENBRIDGE™

PROJECT: NORTH TO CROSSING CAMPBELL SURVEY
PLAT SHOWING A 150' X 150'
SURFACE SITE IN THE S.C.T. FORD
SURVEY, ABSTRACT 531, LOCATED
IN TARRANT COUNTY, TEXAS.

PG. NO. 1 OF 1

After Recording Return to:
Enbridge Gathering (N. TX) L.P.
1530 Cottondale Road
P.O. Box 429
Springtown, TX 76082-0702

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

KAREL PIETER DE JAGER HANCKE
5710 CEDAR CREEK DR
FT WORTH, TX 76109

Submitter: KAREL PIETER DE JAGER
HANCKE

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 2/2/2011 2:15 PM

Instrument #: D211027586

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PGS

\$36.00

By: _____

Mary Louise Garcia

D211027586

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: VMMASSINGILL